

**CITY OF FAIRFIELD
RESOLUTION NO. 2014 – 211**

**RESOLUTION OF THE CITY COUNCIL APPROVING PLANS AND SPECIFICATIONS
AND FINDING THE BID FROM DANBUSH CO., INC. TO BE NON-RESPONSIVE AND
AWARDING A CONTRACT TO RE SMITH CONTRACTOR, INC. FOR THE NORTH
BAY REGIONAL WATER TREATMENT PLANT SLUDGE LAGOON NO. 1 DECANT
STRUCTURE IMPROVEMENTS PROJECT**

WHEREAS, the bid opening for the North Bay Regional Water Treatment Plant Sludge Lagoon No. 1 Decant Structure Improvements Project took place on September 9, 2014; and

WHEREAS, the apparent low bidder was Danbush Co., Inc. in the amount of \$183,058; and

WHEREAS, staff has reviewed the bid documents from Danbush Co., Inc. and found them to be non-responsive; and

WHEREAS, the apparent second low bidder was RE Smith Contractor, Inc. in the amount of \$202,000; and

WHEREAS, staff has reviewed the bid documents from RE Smith Contractors, Inc., and found them to be in order; and

WHEREAS, staff is recommending that the City Council award the contract to RE Smith Contractor, Inc., as the lowest responsive and responsible bidder.

NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The plans and specifications for the North Bay Regional Water Treatment Plant Sludge Lagoon No. 1 Decant Structure Improvements Project are hereby approved.

Section 2. The City Manager is authorized to enter into a contract with RE Smith Contractor, Inc., for the North Bay Regional Water Treatment Plant Sludge Lagoon No. 1 Decant Structure Improvements Project in the amount of \$202,000.

Section 3. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 4. The City Manager is hereby authorized to implement the above-mentioned contract and escrow agreement.

PASSED AND ADOPTED this 7th day of October 2014, by the following vote:

AYES: COUNCILMEMBERS: Price/Vaccaro/Bertani/Moy/Mraz

NOES: COUNCILMEMBERS: NONE

ABSENT: COUNCILMEMBERS: NONE

ABSTAIN: COUNCILMEMBERS: NONE

Harry F. Price
MAYOR

ATTEST:

Karen L. Rees

CITY CLERK

pw

ARTICLES OF AGREEMENT

THIS AGREEMENT, made on the day of October 23, 2014, by and between CITY OF FAIRFIELD, party of the first part, hereinafter called the CITY, and RE SMITH CONTRACTOR, INC., party of the second part, hereinafter called the CONTRACTOR.

It is understood Engineer representing the CITY shall be the City Engineer of Fairfield, acting directly or through properly authorized agents.

WITNESSETH, that the CONTRACTOR and the CITY, for the consideration hereinafter named, agree as follows:

I. SCOPE OF WORK

The CONTRACTOR hereby agrees to furnish all of the materials and all of the equipment and labor necessary and to perform all of the work shown on the plans and described in the specifications for the project entitled:

NORTH BAY REGIONAL WATER TREATMENT PLANT

SLUDGE LAGOON NO. 1 DECANT STRUCTURE IMPROVEMENTS PROJECT

all in accordance with the requirements and provisions of the following Documents which are hereby made a part of this Agreement:

- a. Plans prepared for same by West Yost
numbered Sheet 1 through 17
and dated 2/13/2014
- b. Advertisement for Bids.
- c. The Accepted Bid, dated September 8, 2014
- d. Instructions to Bidders.
- e. Specifications consisting of:
 - 1) Specific Provisions.
 - 2) Special Provisions.
 - 3) General Provisions.
 - 4) City of Fairfield Standard Details and Specifications, 2014 edition.
 - 5) Standard Specifications issued by State of California, Department of Transportation, Division of Highways, dated 2010.
- f. Performance Bond, dated October 14, 2014.

- g. Labor and Material Bond, dated October 14 2014.

All of said documents are intended to cooperate so that any work called for in one and not mentioned in another, or vice versa, is to be executed and performed the same as if mentioned in all of said documents. Said documents, comprising the complete Contract, are sometimes hereinafter referred to as the Contract Documents. Should there be any conflict between the terms of this instrument and the bid or proposal of CONTRACTOR or any of the other Contract Documents, this instrument shall control.

II. TIME OF COMPLETION

- a. The work to be completed under this Contract shall be commenced upon written notice to proceed.
- b. The work shall be completed within **115** working days after the date of written notice to proceed.
- c. Failure to complete the work within the number of days stated in this Article, including extension granted thereto as determined by the Engineer, shall entitle the City to deduct from the monies due to the CONTRACTOR as "Liquidated Damages" (LDs) an amount equal to **Five Hundred Dollars (\$500)** for each calendar day or fraction thereof that expires after the time specified herein of the Contractor to complete the work and the facility or improvements are useable for its intended use. LDs shall apply cumulatively and shall be presume to be damages suffered by the City resulting from delay in the completion of work.
- d. Liquidated Damages for delay in completion of work shall only cover administrative, overhead, general loss of public use damages, interest on bonds and lost revenues when applicable, suffered by the City as a result of delay. LDs shall not cover the cost to complete the work, damages resulting for defective work, costs of substitute facilities, or damages suffered by others who seek to recover their damages for the City (for example, delay claims from other contractors, sub-contractors, tenants, or third-parties, and defense costs thereof.

III. CONTRACT SUM

- a. The CITY shall pay to the CONTRACTOR for the performance of the Contract the amounts determined for the total number of each of the following units of work completed at the unit price stated thereafter. The number of units contained in the attached schedule is approximate only, and the final payment shall be made for the actual number of units that are incorporated in or made necessary by the work covered by the Contract.
- b. Extra work not included in Article I, but authorized after the date of the Contract that cannot be classified as coming under any of the Contract units, may be done at mutually agreed-upon unit prices, or on a lump sum basis, or under the provisions of Section 6 of the General Provisions.

**NORTH BAY REGIONAL WATER TREATMENT PLANT
SLUDGE LAGOON NO. 1 DECANT STRUCTURE IMPROVEMENTS PROJECT
BID SCHEDULE**

Item No.	Item of Work	Unit	Total Price
1	Mobilization/Demobilization	LS	\$9,000
2	Worker Protection and Safety/Shoring	LS	\$100
3	All Work Items in accordance with the Contract Documents, with the exception of work included under bid Items 1 through 2.	LS	\$192,900
TOTAL BID PRICE (Items 1 through 3)			\$202,000

IV. PROHIBITED INTERESTS

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

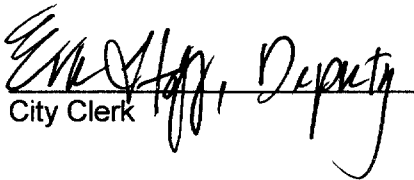
V. WORKERS' COMPENSATION

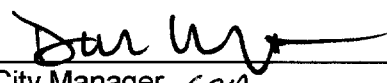
Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

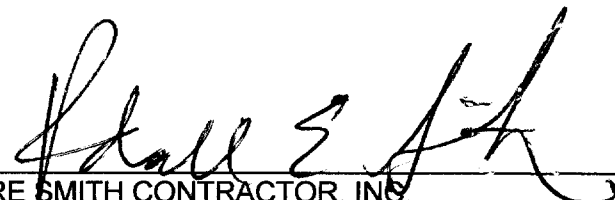
IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

WITNESS:

CITY OF FAIRFIELD


City Clerk

By: 
City Manager


RE SMITH CONTRACTOR, INC.
By: RANDALL E. SMITH
PRESIDENT
Title

Licensed in accordance with an act providing for the registration of contractors.

a. Class:	<u>A & B</u>
b. Number:	<u>866126</u>
c. Expiration Date:	<u>10/31/2015</u>
FEI Number:	<u>20-3343461</u>

EDD REPORTING REQUIREMENTS CHECKLIST

Effective January 1, 2001 the State Employment Development Department (EDD) requires the following.

Please complete the following: (To be complete by the department)

Department: _____	Date of Contract: _____
Authorized Res. No.: _____	Contract Expiration Date: _____
Person Reviewing EDD Requirements _____	

EDD REPORTING REQUIREMENTS. When CITY executes an agreement for or makes payment to CONSULTANT in the amount of \$600 (six hundred dollars) or more in any one calendar year, CONSULTANT shall provide the following information to CITY to comply with EDD reporting requirements:

- A. Whether CONSULTANT is doing business as a sole proprietorship, partnership, limited liability partnership, corporation, limited liability corporation, non-profit corporation or other form of organization.
- B. If CONSULTANT is doing business as a sole proprietorship, CONSULTANT shall provide the full name, address and social security number or federal tax identification number of the sole proprietor.
- C. If CONSULTANT is doing business as other than a sole proprietorship, CONSULTANT shall provide CONSULTANT's federal tax identification number.

Dear Contracting Company:

Pursuant to your contract with the above-mentioned City of Fairfield Department, you are required to complete box 1 AND box 2 below.

Please indicate the type of business and provide the information requested:

BOX 1

NAME AND ADDRESS	
FULL NAME	R. E. SMITH CONTRACTOR, Inc
ADDRESS	10160 QUAIL HILL DR., NEWCASTLE, CA 95658
CITY, STATE, ZIP	

AND

BOX 2

X Box	TYPE OF BUSINESS	SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER
<input type="checkbox"/>	SOLE PROPRIETORSHIP	
<input type="checkbox"/>	PARTNERSHIP	
<input type="checkbox"/>	LIMITED LIABILITY PARTNERSHIP	
<input checked="" type="checkbox"/>	CORPORATION	
<input type="checkbox"/>	LIMITED LIABILITY CORPORATION	
<input type="checkbox"/>	NON-PROFIT CORPORATION	
<input type="checkbox"/>	OTHER FORM OF ORGANIZATION	

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

CITY OF FAIRFIELD
STATE OF CALIFORNIA

PROPOSAL

NORTH BAY REGIONAL WATER TREATMENT PLANT

SLUDGE LAGOON NO. 1 DECANT STRUCTURE IMPROVEMENTS PROJECT

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within 15 working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **115 working days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to

more accurate measurement or by any changes or alterations in the plans or specifications of the work.

Bidder acknowledges receipt of the following addenda:

Addendum No. 1
Addendum No. _____
Addendum No. _____
Addendum No. _____

Date: AUGUST 27, 2014
Date: _____
Date: _____
Date: _____

NORTH BAY REGIONAL WATER TREATMENT PLANT

SLUDGE LAGOON NO. 1 DECANT STRUCTURE IMPROVEMENTS PROJECT

BID SCHEDULE

Item No.	Item of Work	Unit	Total Price
1	Mobilization/Demobilization	LS	9,000
2	Worker Protection and Safety/Shoring	LS	100
3	All Work Items in accordance with the Contract Documents, with the exception of work included under bid Items 1 through 2.	LS	192,900
TOTAL BID PRICE (Items 1 through 3)			202,000

TOTAL BID PRICE (in words) Two hundred and Two Thousand and
zero Dollars

Bidder shall complete this form legibly and in its entirety. An incomplete form shall be grounds for disqualification of the bid.

NORTH BAY REGIONAL WATER TREATMENT PLANT

SLUDGE LAGOON NO. 1 DECANT STRUCTURE IMPROVEMENTS PROJECT

DESIGNATION OF SUBCONTRACTORS

In accordance with Section 5 of the General Provisions for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name and location of the shop or office of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project and that portion of the work to be performed by the subcontractor is as follows:

Subcontractor's Name and Address	Subcontractor's License Number	Portion of Work or Items to be performed	Percent of Total
1) Camplin Steel Rocklin	218839	Rebar	4%
2) EAC Electric Petaluma	822868	Electrical	30%
3)			
4)			
5)			
6)			

Note: Attach additional sheets if required

NONCOLLUSION AFFIDAVIT TO BE EXECUTED BY BIDDER
AND SUBMITTED WITH BID

RANDALL E. SMITH, being first duly sworn, deposes and says that he or she is PRESIDENT of R.E. Smith Construction, the party making the foregoing bid, that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

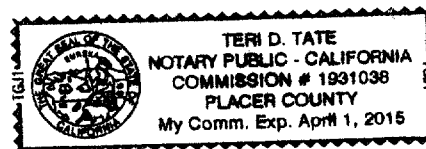
I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

9/8/14
(Date)

[Signature]
(Signature)

NOTE: THIS FORM MUST BE NOTARIZED.

Subscribed and sworn to (or affirmed) before me on this
8 day of September, 20 14, by
Date Month Year
(1) Randall E. Smith
Name of Signer
proved to me on the basis of satisfactory evidence
to be the person who appeared before me.
Signature Teri D. Tate
Signature of Notary Public



R.E. SMITH CONTRACTOR, Inc
Name of Firm
10160 QUAIL HILL DR, NEWCASTLE, CA
Business Address
916-663-1060
Phone Number
Paul E. Smith PRES.
Signature of Responsible Official

Contractor's License:

a. Class: A & B
b. Number: 866126
c. Expiration Date: 10/31/2015
FEI Number: 20-3343461

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Russell E. Smith
Cynthia L. Smith

BID BOND

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

NORTH BAY REGIONAL WATER TREATMENT PLANT \

SLUDGE LAGOON NO. 1 DECANT STRUCTURE IMPROVEMENTS PROJECT

WHEREAS R.E. Smith Contractor, Inc

10160 Quail Hill Drive, Newcastle, CA 95678

(Name and address of Bidder)

("Contractor") desires to submit a bid to City for the work.

WHEREAS, bidders are required under the provisions of the California Public Contract Code to furnish a form of bidder's security with their bid.

NOW, THEREFORE, we, the undersigned Contractor, as Principal, and _____

Travelers Casualty and Surety Company of America

11070 White Rock Road, Suite 130 Rancho Cordova, CA 95670

(Name and address of Surety)

("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of _____

Ten Percent of the Total Amount of Bid

Dollars (\$ 10% of Bid), being not less than ten percent (10%) of the total bid price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: September 3, 2014

"Contractor"

R.E. Smith Contractor, Inc

Paul E. Smith
By: PRESIDENT
Title

By: _____
Title

"Surety"

Travelers Casualty and Surety Company of America

David Weise
By: David Weise, Attorney-In-Fact
Title

By: _____
Title

See attached
California All-Purpose
Acknowledgment
dated 09.03.14

(Seal)

(Seal)

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

State of California)
County of Placer)

CALIFORNIA ALL-PURPOSE CERTIFICATE OF ACKNOWLEDGMENT

On 09-08-2014 before me, Teri D. Tate Notary Public,
(here insert name and title of the officer)

personally appeared Randall E. Smith, President

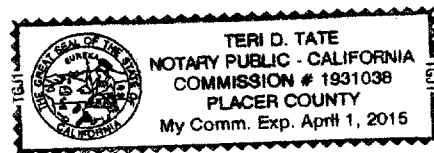
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature

Teri D. Tate



(Seal)

OPTIONAL INFORMATION

Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgment to an unauthorized document and may prove useful to persons relying on the attached document.

Description of Attached Document

The preceding Certificate of Acknowledgment is attached to a document titled/for the purpose of Bid Bond

containing 2 pages, and dated 09-08-2014

The signer(s) capacity or authority is/are as:

- ☐ Individual(s)
☐ Attorney-in-Fact
☐ Corporate Officer(s)

Title(s)

- ☐ Guardian/Conservator
☐ Partner - Limited/General
☐ Trustee(s)
☐ Other:

representing:

Name(s) of Person(s) or Entity(ies) Signer is Representing

Additional Information

Method of Signer Identification

Proved to me on the basis of satisfactory evidence:
☐ form(s) of identification ☐ credible witness(es)

Notarial event is detailed in notary journal on:
Page # _____ Entry # _____

Notary contact: _____

Other

☐ Additional Signer(s) ☐ Signer(s) Thumbprint(s)

☐

ACKNOWLEDGMENT

State of California
County of Sacramento)

On September 3, 2014 before me, Tina S. Salas, Notary Public
(insert name and title of the officer)

personally appeared David Weise,
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing
paragraph is true and correct.

WITNESS my hand and official seal.

Signature Tina S. Salas (Seal)



TRAVELERS **POWER OF ATTORNEY**

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company

Attorney-In Fact No. 227014

Certificate No. 005597042

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

David Weise, Nicki Moon, Thomas R. Hucik, Rosalie A. Miskiel, Tina S. Salas, and Lynn E. Patton

of the City of Rancho Cordova, State of California, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 13th day of August, 2013.

Farmington Casualty Company
 Fidelity and Guaranty Insurance Company
 Fidelity and Guaranty Insurance Underwriters, Inc.
 St. Paul Fire and Marine Insurance Company
 St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
 Travelers Casualty and Surety Company
 Travelers Casualty and Surety Company of America
 United States Fidelity and Guaranty Company



State of Connecticut
 City of Hartford ss.

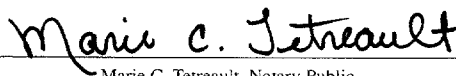
By: 

Robert L. Raney, Senior Vice President

On this the 13th day of August, 2013, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
 My Commission expires the 30th day of June, 2016.




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

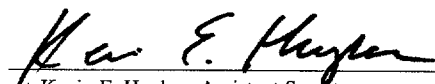
FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary, of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is in full force and effect and has not been revoked.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seals of said Companies this 3rd day of September, 20 14.


Kevin E. Hughes, Assistant Secretary



To verify the authenticity of this Power of Attorney, call 1-800-421-3880 or contact us at www.travelersbond.com. Please refer to the Attorney-In-Fact number, the above-named individuals and the details of the bond to which the power is attached.

[Home](#) | [Online Services](#) | License Details

Contractor's License Detail for License # 866126

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations. [\(hide/show disclaimer\)](#)

CSLB complaint disclosure is restricted by law ([B&P 7124.6](#)) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per [B&P 7071.17](#) , only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Business Information

R E SMITH CONTRACTOR INC
10160 QUAIL HILL DR
NEWCASTLE, CA 95658
Business Phone Number:(916) 663-1060

Entity Corporation
Issue Date 10/19/2005
Expire Date 10/31/2015

License Status

This license is current and active.

All information below should be reviewed.

Additional Status

The license may be suspended on 10/02/2014 if the workers' compensation insurance policy is not filed with the CSLB.

Classifications

A - GENERAL ENGINEERING CONTRACTOR

B - GENERAL BUILDING CONTRACTOR

Bonding Information

Contractor's Bond

This license filed a Contractor's Bond with TRAVELERS CASUALTY AND SURETY COMPANY OF AMERICA.

Bond Number: 104622472

Bond Amount: \$12,500

Effective Date: 01/01/2007

Contractor's Bond History

Bond of Qualifying Individual

The Responsible Managing Officer (RMO) SMITH RANDALL EARL certified that he/she owns 10 percent or more of the voting stock/equity of the corporation. A bond of qualifying individual is **not** required.

Effective Date: 10/19/2005

Workers' Compensation

This license has workers compensation insurance with the STATE COMPENSATION INSURANCE FUND

Policy Number:9070176

Effective Date: 09/01/2013

Expire Date: 09/01/2014

Workers' Compensation History

Other

Personnel listed on this license (current or disassociated) are listed on other licenses.

Personnel List

Other Licenses

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Contractors State License Board